

BP-03158



BIDDER CHECK LIST

HAVE YOU SIGNED BID	_____
SIGNED AFFIDAVIT PAGE	_____
INCLUDED PROPER BID BOND	_____
FILLED OUT ALL APPLICABLE FORMS	_____
RETURNED ORIGINAL & DUPLICATE	_____
COPIES OF BID DOCUMENTS	_____

CITY OF BALTIMORE

SPECIFICATIONS AND PROPOSAL

FOR

**SODIUM HYPOCHLORITE
FOR ASHBURTON FILTRATION PLANT**

TO - THE BUREAU OF PURCHASES

CONTRACT NUMBER – BP-031588

RETAIN THIS COPY FOR YOUR FILE

DATE DUE APRIL 30, 2003 11:00 A.M.

NOTE: QUESTIONS CONCERNING THESE SPECIFICATIONS AND PROPOSAL SHOULD BE DIRECTED TO THE BUYER.

J. R. DAVIS, BUYER SUPERVISOR
TELEPHONE - (410) 396-5736
FAX – (410) 396-5736
Email – john.davis@baltimorecity.gov

SPECIAL CONDITIONS

SCOPE

FURNISH AND DELIVER **SODIUM HYPOCHLORITE** FOR THE CITY OF BALTIMORE IN ACCORDANCE WITH SPECIFICATIONS AND OTHER DOCUMENTS HEREIN.

APPLICATION

TO BE DELIVERED F.O.B. DESTINATION TO ANY CITY INSTALLATION OR AGENCY INCLUDING THOSE LOCATED OUTSIDE THE CITY LIMITS.

CONTRACT PERIOD

THIS IS A REQUIREMENTS TYPE CONTRACT FOR A PERIOD OF **ONE (1) YEAR**. THE TIME DURING WHICH ORDERXS MAY BE ISSUED UNDER THIS CONTRACT WILL TERMINATE WITH THE EXPIRATION OF THE SPECIFIED PERIOD, WHICH WILL FOR THE PURPOSE OF DETERMINING THE ENDING DATE, START AT THE DISCRETION OF THE CITY PURCHASING AGENT AFTER THE CONTRACT AWARD DATE AND THE RECEIPT OF AN ACCEPTABLE PERFORMANCE BOND AND ANY OTHER APPLICABLE DOCUMENTS FOR THE AWARD OF THE ITEMS AND/OR SERVICES INVOLVED. WITHIN THE ABOVE PARAMENTERS, TRHE CITY OURCHASING AGENT MAY AT ANY TIME MAKE A DETERMINATION ON THE ENDING DATE FOR ISSUING ORDERS. THE OPTION TO RENEW THIS CONTRACT FOR **ONE (1) ADDITIONAL ONE (1)-YEAR PERIOD** WILL BE AT THE SOLE DISCRETION OF THE CITY.

QUANTITIES

DELETE (A) OF ITEM 2, RESERVATION OF GENERAL CONDITIONS OF BID PROPOSAL, PAGE 1, AND INSERT THE FOLLOWING IN LIEU THEREOF.

- A. UNLESS STATED OTHERWISE IN THIS SPECIFICATION AND PROPOSAL, THE CITY OF BALTIMORE IS OBLIGATED DURING THE PERIOD STIPULATED TO PURCHASE ALL OF ITS NORMAL REQUIREMENTS OF SUPPLIES AND/OR SERVICES SPECIFIED FROM THE SELLER/SELLERS, AND THE SELLER/SELLERS ARE OBLIGATED TO SUPPLY THE QUANTITIES WHICH THE CITY OF BALTIMORE REQUIRES FOR ITS OPERATION. THE DOLLAR VALUE AND/OR QUANTITIES STATED HEREIN ARE GIVEN AS GENERAL GUIDE FOR BIDDING, BUT ARE NOT GUARANTEED AMOUNTS, BUT THEY REPRESENT THE BEST ESTIMATE OF THE CITY.
- B. ACTUAL REQUIREMENTS ORDERED MAY BE MORE OR LESS THAN THOSE ESTIMATED HEREIN. IF, HOWEVER, AT THE END OF THE PERIOD THAT THE CONTRACT IS LEGALLY IN FORCE, THE CITY HAS NOT PLACED ORDERS FOR THE AMOUNT OF MATERIALS, SUPPLIES AND/OR SERVICES ESTIMATED IN THIS PROPOSAL, SAID CONTRACT MAY BE DECLARED NULL AND VOID, IN WHICH CASE IT WILL BE CONSIDERED AS HAVING BEEN TERMINATED. THE CITY WILL THEN SOLICIT BIDS FOR A NEW CONTRACT AT ITS SOLE DISCRETION.

METHOD OF PURCHASING

PURCHASE ORDERS OR ORDER RELEASES WILL BE ISSUED FROM TIME TO TIME IN SUCH QUANTITIES AS MAY BE NEEDED BY THE CITY.

FIRST SOURCE HIRING PROGRAM

SEE INSTRUCTION/FORMS ENCLOSED WITH THIS SOLICITATION PACKAGE.

METHOD OF AWARD

AWARD WILL BE MADE TO THE LOW BIDDER MEETING SPECIFICATIONS.

DETAILED SPECIFICATIONS

SCOPE

The work to be done under this contract consists of furnishing **SODIUM HYPOCHLORITE (Bleach)** at **15% Trade Strength (equivalent to 12.5% available chlorine by weight)** as called for in the contract documents and Bid Proposal sheets. The Sodium Hypochlorite is to be delivered to the Bureau of Water and Wastewater, Environmental Services Division, Ashburton Water Filtration Plant in Baltimore, Maryland, or other locations managed by the City of Baltimore after advanced notification is given to the Supplier. The Ashburton facility houses six (6) storage tanks with a minimum rated capacity of 8,750 gallons each. Bidders should inspect the receiving stations or applicable specifications in advance. Bidders may contact the Water Treatment Assistant Manager at the Ashburton Water Treatment Plant at 410-396-0287 for further information in this regard.

GENERAL DESCRIPTION

This specification covers Sodium Hypochlorite to be used in the disinfection process for the treatment of public drinking water supply at the City's Ashburton Water Filtration Plant.

SECURITY

The supplier shall apply all due diligence in protecting the material referenced in this contract from intentional contamination in all areas including but not limited to production, storage and conveyance that are reasonably under its control. An example and not inclusive of all possible proactive measures may include providing seals on tank truck hatches that would clearly indicate tampering if this were to occur after the tanker was loaded.

Deliveries are to be in strict adherence with the delivery hours specified in this contract. Deliveries outside those hours shall not be scheduled or made without first obtaining advanced permission from the Water Treatment Management Staff.

The supplier shall furnish, for each driver scheduled to make deliveries at this water treatment facility, a picture identification, name and driver license number. This information shall be provided in advance of the first delivery for each driver employed. The Supplier is responsible for driver compliance with all current and future federal and state transportation laws in effect during the period this contract is in effect.

METHOD OF PURCHASING

All Sodium Hypochlorite (Bleach) shall be purchased by the ton of 2,000 pounds, based on the actual weights of the shipper's scales. Each shipment will be weighed on the scales at the City facility. Should these weights vary more than one half (1/2) of one percent (1%) adjustments will be made at the end of six (6) months and at the end of the contract term.

The City Purchasing Agent reserves the right to order Sodium Hypochlorite required for emergency purpose from any party who can give more prompt service in making deliveries than can the contractor and who can provide acceptable shipments for such emergency requirements, without waiving or voiding any of the terms and conditions of this contract.

METHOD OF DELIVERY

Delivery shall be made by way of tanker truck with a capacity of 3,000 to 5,000 gallons. If the storage capacity of the designated tank at the facility is not sufficient to hold an entire truckload a portion of the load may be, at the discretion of the City, offloaded in another of the available tanks. Since the Sodium Hypochlorite will be used as a direct additive in the treatment of potable water the trailer tanks must be free of any residue that may in any way contaminate the cargo, impede the offloading process, or contaminate the storage tanks at the City's water treatment facility.

Therefore, if the tankers are used for hauling other products or if the supplier is using a common carrier in lieu of its own delivery fleet, this contract specifies by incorporation of this statement that the tankers are to be thoroughly cleaned before each delivery.

It is recommended that tank truck liners used as a corrosion barrier be inspected at a reasonable frequency so as to preclude liner failure that could result in degradation of the Sodium Hypochlorite. Failure of a liner may result in increased suspended solids and or "black bleach," conditions which may lead to delivery rejection.

The supplier shall furnish a leak free connection device between the trailer and the treatment plant's intake receptacle. The supplier or its agent shall observe the entire filling operation and provide a knowledgeable response to emergencies or problems that would most commonly be expected to occur. Spills that may occur during this process must be reported without delay. The supplier or its agent will take immediate and appropriate action to mitigate and clean up any spilled Sodium Hypochlorite that did not result from the failure of City owned equipment such as pipe, valves, level indicating equipment, alarms or other conditions or equipment under the jurisdiction of the City. If a spill, determined to be caused by the Supplier or its agent, is not addressed in the manner indicated, the City retains the right to take all measures necessary to safely and efficiently clean up the spill and the cost of such measures will be charged to the Supplier and deducted from fees due.

The Supplier shall normally allow up to three hours for the offloading process to be completed before consideration to assessing demurrage charges. Should the City find it necessary to test the material subsequent to either a substandard shipment or, if preliminary tests indicate the need for more extensive testing, the three hour limit shall be extended to the time necessary to complete all necessary analyses. However, should the subject load held beyond the three hour time frame in order to complete testing be found to be in compliance with contract specifications, demurrage charges may be assessed.

Any offloading issues that arise as a result of material quality testing that might extend the delivery time beyond three hours will be conveyed by telephone contact by facility Management to the Supplier.

QUALITY OF MATERIAL

The Sodium Hypochlorite shall be of the best quality and conform to all applicable requirements of the American Water Works Association (AWWA) Standard B300-99 for Hypochlorites in addition but not limited to the following:

Chemical Requirements

1. As this contract specifies an available chlorine concentration of 15 Trade Percent, the Sodium Hypochlorite furnished by the Supplier shall contain not less than 150 g/L available chlorine.
2. The total free alkalai (expressed as NaOH) shall not exceed 1.5% by weight.
3. Given that the Sodium Hypochlorite supplied under this contract will be utilized as a direct additive used in the treatment of potable water, this material must be certified as such by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects. Should this certification lapse or be revoked during the contract period, it is the responsibility of the Supplier to notify the Principal Buyer both verbally and in writing within 24 hours of the time the Supplier receives such notification.
4. Sodium Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Iron	< 0.4 mg/L
Copper	< 0.04 mg/L
Nickel	< 0.04 mg/L
Chlorate	< 1,500 mg/L
Bromate	< 35 mg/L

Physical Requirements

1. The Sodium Hypochlorite solution (NaOCl) should appear as a clear light-yellow liquid with no visible cloudiness, impurities or sediment.
2. The Sodium Hypochlorite solution shall not contain more than 0.15% insoluble matter by weight.

Since it has been established that Sodium Hypochlorite solutions will degrade over time and byproducts of the degradation process may be undesirable as a water treatment additives, it is requested that materials supplied under this contract be shipped with consideration to minimal prior storage after time of manufacture.

Sodium Hypochlorite

Page 5.

AFFIDAVIT OF COMPLIANCE

At the time of delivery, an affidavit attesting that the Sodium Hypochlorite complies with all of the applicable requirements of AWWA Standard No. B300-99 and meets the certification requirements of ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects shall be conveyed with other required documentation.

Additionally, a certified manufacturers report shall be submitted for each Sodium Hypochlorite delivery that shall include but will not be limited to the following data:

- Date and time of manufacture
- Percent by weight Sodium Hypochlorite or Available Chlorine in Grams / Liter.
- Temperature (< 90° F)
- Specific Gravity
- Suspended Solids Test Result or Clarity Reference

ACCEPTANCE AND TESTING OF MATERIAL

Acceptance of each shipment of Sodium Hypochlorite will be made on the basis of tests performed by the City's Water Quality Laboratory. The testing methods will be in accordance with AWWA Standard No. B300-99.

The delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Supplier's delivery personnel (driver) shall provide the sample of Hypochlorite before the shipment is hooked up and unloaded. This function is to be performed in the presence of City personnel. City personnel will provide the sample container and the sample delivered therein by the driver will be considered representative of the shipment.

The City reserves the right to subject samples from the Sodium Hypochlorite load to quick analyses to ensure that it meets basic conditions of the specifications with respect to specific gravity, weight percent of Sodium Hypochlorite, sodium hydroxide and suspended solids. Any samples tested by the City's Laboratory that fails to comply with the specifications will result in immediate consultation with the Supplier and possible rejection of the subject shipment.

The Supplier shall allow up to 45 minutes for this testing to be completed before the initiation of the offloading process. If testing cannot be completed in this time frame, and if there are no obvious concerns regarding the quality of the material, the City will allow the offloading process to commence.

ADJUSTMENT OF PAYMENT

The contract specifies a 15% Trade strength (150 grams/Liter) for Sodium Hypochlorite or 1.25 pounds of available chlorine for each gallon of solution furnished. Should the concentration provided by the Supplier fall below this level, a greater volume of material will be needed to fulfill the intended purpose of disinfecting the water supply.

The cost adjustments listed below will be applied where testing according to ANSI/AWWA B300-99 shows loads of significantly diminished solution strength when compared to contract requirements. Should the findings of the City's Water Quality Laboratory be disputed, a "referee" laboratory suitable to both the City and Supplier will be contracted to perform the appropriate analyses to make a final determination as to the material strength. Should the result validate the findings of the City's Laboratory, all costs associated with the procurement of outside services shall be borne by the supplier.

150 g / L Available Cl ₂	1.25 Lbs. Available Cl ₂ / Gal.	100% of Contract Award Price
135 g / L Available Cl ₂	1.13 Lbs. Available Cl ₂ / Gal.	90% of Contract Award Price
130 g / L Available Cl ₂	1.08 Lbs. Available Cl ₂ / Gal.	87% of Contract Award Price
125 g / L Available Cl ₂	1.04 Lbs. Available Cl ₂ / Gal.	83% of Contract Award Price
120 g / L Available Cl ₂	1.00 Lb. Available Cl ₂ / Gal.	80% of Contract Award Price
115 g / L Available Cl ₂	0.96 Lb. Available Cl ₂ / Gal.	77% of Contract Award Price
110 g / L Available Cl ₂	0.92 Lb. Available Cl ₂ / Gal.	73% of Contract Award Price
105 g / L Available Cl ₂	0.88 Lb. Available Cl ₂ / Gal.	70% of Contract Award Price
100 g / L Available Cl ₂	0.83 Lb. Available Cl ₂ / Gal.	67% of Contract Award Price

Supplier will be contacted by Facility Management in the event the chlorine concentration is determined to be at or below 140 grams / Liter.

CAUSE FOR REJECTION OF DELIVERY

Should the Sodium Hypochlorite content in any truckload be less than 10 Trade Percent (100 grams available chlorine/Liter), the shipment will be rejected.

Should there be obvious signs of tampering with respect to the load upon arrival at the City Facility including but not limited to broken seals on hatches the load may be rejected.

The City of Baltimore reserves the right to reject Sodium Hypochlorite containing a chlorate concentration exceeding 3,000 mg / L and / or bromate at a concentration greater than 35 mg / L. Either contaminant at levels above those specified would pose potential health risks to consumers.

The City of Baltimore reserves the right to reject a Sodium Hypochlorite shipment that shows obvious signs of contamination by the transport tanker including but not limited to "black bleach" due to tank liner failure as described under **METHOD OF DELIVERY**.

On shipments of material received subsequent to a sub-specification delivery, the City reserves the right to prevent unloading until samples are obtained and analysis performed to determine acceptability of the Sodium Hypochlorite.

On loads where the city's original evaluation indicated an unacceptable content, there may be a delay in the final decision regarding acceptance. Should the City hold a truck longer than three (3) hours for a load, which is later found by the city to be satisfactory, the City will be responsible for demurrage time above the three-hour point.

Other cost associated with shipments returned and trucker delays for sampling and analysis to be borne by the Supplier.

If more than three-(3) unacceptable shipment of material are received within a 30-calendar-day period, the city shall have the right to terminate the contract.

TIME OF DELIVERY

There shall be no deliveries made or scheduled without the prior authorization of the Water System Manager or his designee. Deliveries shall normally be scheduled between the hours of 7:30 AM and 2:30 PM Monday through Friday. Deliveries will not normally be scheduled on holidays observed by the City or on weekends, however, if the need arises, the City reserves the right to schedule deliveries at any time in order to meet the critical need of adequately treating the municipal drinking water supply.

TITLE TO MATERIAL

Title to the material shall be considered as remaining with the Contractor until delivery has been made to the City facility.

NOTE: Questions in regard to these General Specifications shall be directed to the attention of the J. R. Davis, Buyer Supervisor responsible for administering such contracts. The Buyer may be contacted at the following address:

Bureau of Purchases
231 East Baltimore Street, Suite 300
Baltimore, Maryland 21202
Telephone: 410-396-5736
Facsimile: 410-396-1822
Email: john.davis@baltimorecity.gov

CONDITIONS FOR PURCHASING FROM ALTERNATE SUPPLIER

The time of delivery is of the essence with regard to this contract. The City Purchasing Agent reserves the right to order Sodium Hypochlorite required for emergency purposes from any party that is capable of

If the Supplier's NSF or UL certification lapses or is revoked during the contract period this will constitute sufficient grounds for contract termination by the Purchasing Agent and purchase of this commodity from an alternate supplier.

PRICING

The quoted prices are to remain firm for the duration of the contract period. The City will pay and the Contractor shall accept the unit price stipulated in there specifications

TRAINING

If available from the Supplier, training materials either in electronic, written or tape formats shall be provided in regard to the safe handling of this material.

BID PROPOSAL

PROPOSAL OF _____ TELEPHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

BIDS DUE APRIL 30, 2003 CONTRACT: **BP-03158**
SODIUM HYPOCHLORITE FOR ASHBURTON FILTRATION PLANT

TO THE BOARD OF ESTIMATES
OF BALTIMORE CITY:

THE UNDERSIGNED AGREES TO FURNISH AND DELIVER AS SPECIFIED **SODIUM
HYPOCHLORITE FOR THE ASHBURTON WATER FILTRATION PLANT** FOR THE BUREAU OF
PURCHASES IN ACCORDANCE WITH THE SPECIFICATIONS AND OTHER DOCUMENTS HEREIN
AND AT THE FOLLOWING PRICES:

ESTIMATED REQUIREMENTS FOR THE PERIOD OF JUNE 1, 2003 THROUGH MAY 31, 2004.

MATERIALS ARE TO BE DELIVERED ON AN AS NEEDED BASIS AS INSTRUCTED BY CITY PERSONNEL.

FIRST SOURCE HIRING:

SEE INSTRUCTIONS/FORMS ENCLOSED WITH THIS SOLICITATION PACKAGE.

METHOD OF AWARD:

AWARD WILL BE MADE TO THE LOW RESPONSIVE & RESPONSIBLE BIDDER.

ITEM # 1

900,000 GALLONS SODIUM HYPOCHLORITE SOLUTION (LIQUID BLEACH) 15%.

TO BE DELIVERED IN BULK PER SPECIFICATIONS.

\$ _____ GALLON \$ _____ TOTAL

SHIPMENTS FROM (LOCATION): _____

DISPATCHER _____ TELEPHONE NO. _____

TERMS: _____ F.O.B. DESTINATION

(2% 20 DAYS, NET 30 UNLESS OTHERWISE STATED)

